

*FUND COMMITMENT FORM*

**SCHEDULE A**

Commitment No.: CF-

Effective Date: September 2, 2003  
at 8:00ap.m.

Agent's File Reference: EG&G  
118 Acres

The coverages provided by the Closing Protection Letter printed on the inside cover of this commitment are extended to the proposed insured(s) identified below.

1. Policy or Policies to be issued: Proposed Amount of Insurance

OWNER'S: \$ (to be determined)

Proposed Insured:

MORTGAGEE: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify name) and title thereto is at the effective date hereof vested in:

United States of America

3. The land referred to in this commitment is described as follows:

See Exhibit "A" attached hereto

**MARC BIRNBAUM, ESQUIRE**

ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

16123

AGENT NO.

AGENT'S SIGNATURE

1031 Ives Dairy Road, Suite 228, Miami, Florida 33179 Tel: (305) 914-5690

118.4 Acres

## EXHIBIT "A"

Commence at an existing iron pipe marking the Northeast Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florida, and call this the Point of Beginning, thence South 01 degrees 05 minutes 33 seconds East along the East line of said Section a distance of 1,309.19 feet to a concrete monument marking the Southeast Corner of the Northeast  $\frac{1}{4}$  of said Section, thence South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument marking the Southwest Corner of the Northeast  $\frac{1}{4}$  of said Section, thence North 01 degrees 41 minutes 41 seconds West a distance of 1,305.34 feet to a concrete monument marking the Northwest Corner of said forty, thence North 88 degrees 57 minutes 02 seconds East along the Northerly line of said Section a distance of 1,317.82 feet to a point, thence continue North 88 degrees 57 minutes 02 seconds East along the Northerly line of said Section a distance of 1,317.82 feet to the Point of Beginning.

This parcel contains 118.44 acres, more or less, and is the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of Section 4, Township 3 North, Range 7 West, Jackson County, Florida.

30 foot wide roadway easement for ingress and egress:

Commence at an existing iron pipe marking the Northeast Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florida, thence South 88 degrees 57 minutes 02 seconds West along the Northerly line of said Section a distance of 2,635.65 feet to a point, thence South 01 degrees 29 minutes 37 seconds East a distance of 1,306.74 feet to a concrete monument, thence North 89 degrees 00 minutes 18 seconds East a distance of 75.25 feet to a concrete monument on the South line of the Northwest  $\frac{1}{4}$  of said Section and call this the Point of Beginning, thence South 00 degrees 59 minutes 42 seconds East a distance of 30.00 feet to a concrete monument, thence North 89 degrees 00 minutes 18 seconds East a distance of 1,571.23 feet to a concrete monument, thence South 89 degrees 40 minutes 40 minutes 29 seconds East a distance of 980.39 feet to a concrete monument, thence North 89 degrees 01 minutes 55 seconds East a distance of 952.77 feet to a concrete monument on the Westerly right of way of State Road No. 286, thence Northwesterly along mid right of way along a curve being concave towards the left having a delta angle of 01 degrees 50 minutes 21 seconds, a radius of 1,096.28 feet, an arc distance along said right of way of 25.19 feet to a concrete monument thence South 89 degrees 01 minutes 53 seconds West a distance of 971.23 feet to a concrete monument, thence North 89 degrees 40 minutes 29 seconds West a distance of 980.39 feet to a concrete monument on the Southerly line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section, thence South 89 degrees 00 minutes 18 seconds West along the Southerly line of said forty a distance of 333.16 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West along the Southerly line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section a distance of 1,238.01 feet to the Point of Beginning.

This roadway easement contains 2.42 acres, more or less, and is located partially in the South  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 4, Township 3 North, Range 7 West and partially in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 3 North, Range 7 West, Jackson County, Florida.

**FUND COMMITMENT FORM****SCHEDULE B**

Commitment No.:

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
  - i. Special Warranty Deed from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
  - ii. Indemnification Agreement from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
  - iii. Recording of a certified copy of the Plea Agreement with Lorenzo Vega.
3. *nd* Satisfaction of mortgage from Nelaz Ranch Corporation in favor of Farm Credit of Northwest Florida, recorded in Official Records Book 634, Page 85 securing the original principal sum of \$56,300.00 together with Cross Collateralization Agreement recorded in Official Records Book 680, Page 147.
4. Satisfaction of the following Claims set forth in the Final Order of Forfeiture:
  - i. Sanagree Oil Company *nd*
  - ii. Chattahoochee Auto Parts
  - iii. Michael J. Saye
  - iv. Hardtimes Farms
  - v. Mike Cox
  - vi. Southern Semen Services, Inc. *nd*
  - vii. West Florida Electric Cooperative Association, Inc.*Rest nd at closing*
5. *nd* Payment of or Proof of Redemption of Tax Sale Certificates for Folio No.: 04-3N-07-0000-0010-0010 for the years (1999 - No. 2000-4); (2000 - No. 2001-9); (2001 - No. 2002-5) and (2002 - No. 2003-4).
6. Affidavit(s) to be executed by The Internal Revenue Service an instrumentality of the UNITED STATES OF AMERICA stating:
  - i. There are no matters pending against the affiant(s) that could give rise to a lien that would attach to the property between September 2, 2003 and the recording of the interest to be insured and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
  - ii. No person other than owner is in possession.
  - iii. That more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
7. Closing funds are to be disbursed by or at the direction of the agent of The Fund, Marc Birnbaum, Esquire.
8. A search commencing September 2, 2003 will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
9. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

## Commitment No.:

10. Attorneys' Title Insurance Fund, Inc., has no liability under this Commitment until an endorsement is issued stating the amount of the proposed policy.
11. Attorneys' Title Insurance Fund, Inc. has no liability until an Endorsement is issued stating the proposed insured(s). Once Attorneys' Title Insurance Fund has been provided proper names, The Fund reserves the right to make additional requirements and/or exceptions.

## \*\*\*\*\*END OF SCHEDULE B-I\*\*\*\*\*

## II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
3. Federal Liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedent's estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.
4. Any adverse ownership claim by the State of Florida and/or the United States of America by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
5. Subject to taxes for the year of the effective date of this Commitment and taxes or special Assessments which are not shown as existing liens by the public records.
6. Riparian and littoral rights are not insured.
7. Subject to any lien provided by County Ordinance or Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for any water system, sewer system and/or gas system servicing the lands described herein; and any lien for waste fees in favor of any county or municipality.
8. Right of Way Deeds recorded in Official Records Book 449, Page 583 and Deed Book 533, Page 521.
9. Drainage Easement recorded in Deed Book 533, Page 517.
10. Easement in favor of Gulf Power Company contained in instrument recorded in Deed Book 496, Page 289.

NOTE: A survey meeting The Fund's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment or, in the alternative, an existing survey is provided and a survey affidavit satisfactory to The Fund is provided.

NOTE: All of the above references to recording are in the Public Records of Jackson County, Florida.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

**FUND COMMITMENT FORM**

**SCHEDULE A**

Commitment No.: CF-

Effective Date: September 2, 2003  
at 8:00ap.m.

Agent's File Reference: EG&G  
794 Acres

The coverages provided by the Closing Protection Letter printed on the inside cover of this commitment are extended to the proposed insured(s) identified below.

1. Policy or Policies to be issued: Proposed Amount of Insurance

OWNER'S: \$ (to be determined)

Proposed Insured:

MORTGAGEE: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify name) and title thereto is at the effective date hereof vested in:

United States of America

3. The land referred to in this commitment is described as follows:

See Exhibit "A" attached hereto

**MARC BIRNBAUM, ESQUIRE**

ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

16123

AGENT NO.

AGENT'S SIGNATURE

1031 Ives Dairy Road, Suite 228, Miami, Florida 33179 Tel: (305) 914-5690

**FUND COMMITMENT FORM****SCHEDULE B**

Commitment No.:

## I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
  - i. Special Warranty Deed from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
  - ii. Indemnification Agreement from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
  - iii. Recording of a certified copy of the Plea Agreement with Lorenzo Vega.
3. *pd* Satisfaction of mortgage from Nelaz Ranch Corporation in favor of Farm Credit of Northwest Florida, recorded in Official Records Book 523, Page 534 securing the original principal sum of \$470,000.00 together with Cross Collateralization Agreement recorded in Official Records Book 680, Page 147.
4. Satisfaction of the following Claims set forth in the Final Order of Forfeiture:
  - i. Sanagree Oil Company *pd*
  - ii. Chattahoochee Auto Parts
  - iii. Michael J. Saye
  - iv. Hardtimes Farms
  - v. Mike Cox
  - vi. Southern Semen Services, Inc. *pd*
  - vii. West Florida Electric Cooperative Association, Inc.*next pd at closing*
5. *pd* Payment of or Proof of Redemption of Tax Sale Certificates for Folio No.:R - 09-3N-07-0000-0010-0000 for the year 2002 (No. 2003-6; 2003-2; 2003-3 and 2003-5).
6. Affidavit(s) to be executed by **The Internal Revenue Service** an instrumentality of the **UNITED STATES OF AMERICA** stating:
  - i. There are no matters pending against the affiant(s) that could give rise to a lien that would attach to the property between September 2, 2003 and the recording of the interest to be insured and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
  - ii. No person other than owner is in possession.
  - iii. That more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
7. Closing funds are to be disbursed by or at the direction of the agent of The Fund, Marc Birnbaum, Esquire.
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1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
3. Federal Liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedent's estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.
4. Any adverse ownership claim by the State of Florida and/or the United States of America by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
5. Subject to taxes for the year of the effective date of this Commitment and taxes or special Assessments which are not shown as existing liens by the public records.
6. Riparian and littoral rights are not insured.
7. Subject to any lien provided by County Ordinance or Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for any water system, sewer system and/or gas system servicing the lands described herein; and any lien for waste fees in favor of any county or municipality.
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**NOTE:** All of the above references to recording are in the Public Records of Jackson County, Florida.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

## EXHIBIT "A"

SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 3; All of Section 4; SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 5; and NE $\frac{1}{4}$  of Section 9, Less 6 acres described as follows: Commencing at the NE Corner of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 9, Township 3 North, Range 7 West, where Half Section line of Section 9 crosses the section line between Sections 4 and 9; thence in a Southeasterly direction 189 yards to center of Public Road, said road running in a Southerly direction from Smeads, thence down center of said road 301 yards to where said road strikes half section line running North and South through Section 9, Township 3 North, Range 7 West, thence North 337 yards on said half section line to Point of Beginning, all in Township 3 North, Range 7 West. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at an existing iron pipe marking the Northeast Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florida, and call this the Point of Beginning, thence South 01 degrees 05 minutes 33 seconds East along the East line of said Section a distance of 1,309.19 feet to a concrete monument marking the SE Corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section, thence South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument marking the SW Corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section, thence North 01 degrees 41 minutes 41 seconds West a distance of 1,305.54 feet to a concrete monument marking the NW Corner of said forty, thence North 88 degrees 57 minutes 02 seconds East along the Northerly line of said Section a distance of 1,317.82 feet to a point, thence continue North 88 degrees 57 minutes 02 seconds East a distance of 1,317.82 feet to a concrete monument, thence continue North 88 degrees 57 minutes 02 seconds East along the Northerly line of said Section a distance of 1,317.83 feet to the Point of Beginning.

This parcel contains 118.44 acres, more or less, and is the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 4, Township 3 North, Range 7 West, Jackson County, Florida;

Said property being subject to the following described 30 foot wide roadway easement for ingress and egress:

Commence at an existing iron pipe marking the NE Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florida, thence South 88 degrees 57 minutes 02 seconds West along the Northerly line of said Section a distance of 2,635.65 feet to a point, thence South 01 degrees 29 minutes 37 seconds East a distance of 1,306.74 feet to a concrete monument, thence North 89 degrees 00 minutes 18 seconds East a distance of 75.22 feet to a concrete monument on the South line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section and call this the Point of Beginning, thence South 00 degrees 59 minutes 42 seconds East a distance of 30.00 feet to a concrete monument, thence North 89 degrees 00 minutes 18 seconds East a distance of 1,571.23 feet to a concrete monument, thence South 89 degrees 40 minutes 29 seconds East a distance of 980.39 feet to a concrete monument, thence North 89 degrees 01 minutes 55 seconds East a distance of 952.77 feet to a concrete monument on the Westerly right of way of State Road No. 286, thence Northwesterly along said right of way along a curve being concave towards the left having a delta angle of 01 degrees 50 minutes 21 seconds; a radius of 1,096.28 feet; an arc distance along said right of way of 35.19 feet to a concrete monument, thence South 89 degrees 01 minutes 55 seconds West a distance of 971.23 feet to a concrete monument, thence North 89 degrees 40 minutes 29 seconds West a distance of 980.39 feet to a concrete monument on the Southerly line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section, thence South 89 degrees 00 minutes 18 seconds West along the Southerly line of said Forty a distance of 333.16 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West along the Southerly line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section a distance of 1,238.01 feet to the Point of Beginning.

This roadway easement contains 2.42 acres, more or less, and is located partially in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 4, Township 3 North, Range 7 West and partially in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 3, Township 3 North, Range 7 West. Jackson County, Florida.

Said lands containing 794 acres, more or less, in Jackson County, Florida.